

REVISED SETTLEMENT AGREEMENT
BETWEEN STATE COMMITTEE FOR SOCIAL WORKERS AND CAROLINE
CROCKER

Caroline Crocker (Crocker) and the State Committee for Social Workers (Committee) enter into this settlement agreement for the purpose of resolving the question of whether Crocker's license as a social worker will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo 2000, the parties hereto waive the right to a hearing by the Missouri Administrative Hearing Commission and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, Cum. Supp. 2005, and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Crocker acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against her and, subsequently, the right to a disciplinary hearing before the Committee at which time she may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against her license.

Being aware of these rights provided him by operation of law, Crocker
knowingly and voluntarily waives each and every one of these rights and freely

enters into this settlement agreement and agrees to abide by the terms of this document, as they pertain to her.

Crocker acknowledges that she has received a copy of the investigative report and other documents relied upon by the Committee in determining there was cause for discipline, along with citations to law and/or regulations the Committee believes were violated. For the purpose of settling this dispute, Crocker stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Committee that Crocker's license as a Social Worker, License No. 2003032196, is subject to disciplinary action by the Committee in accordance with the provisions of Chapter 621, RSMo Cum. Supp. 2005, and Chapter 337 RSMo.

Joint Stipulations of Fact

1. The Committee is an agency of the state of Missouri created and established by § 337.600, RSMo 2000, for the purpose of administering and enforcing those provisions of Chapter 337, RSMo, relating to social workers.

2. Crocker is a provisionally licensed clinical social worker who was first licensed by the Committee as a clinical social worker, license number 2003032196, on December 8, 2003. Crocker's license is active. Crocker has applied for a full license.

3. Crocker was employed with Behavioral Health Concepts (BHC) of Columbia, Missouri from July, 2003 to February, 2005. As part of her employment, Crocker was assigned to work with inmates at Potosi Correctional Center (PCC).

4. In February 2005, an investigator at PCC interviewed Crocker regarding her interactions with inmate Eric Dowell. Dowell was assigned to Crocker for therapy related to institutionalization.

5. Crocker was terminated from BHC on February 3, 2005 as a result of her decision not to participate in the Department of Correction's investigation into her interactions with Dowell. She indicated she would lose her job before answering all of PCC's questions.

6. Crocker worked with Dowell when he was in general population, administrative-segregation, and in group sessions. Dowell's mental health score was 1, indicating light mental health needs.

7. PCC staff noticed, and Crocker admits, that she spent more time with Dowell than other inmates.

8. PCC records show that:

- a. On January 25, 2005, Crocker met with Dowell for an hour and seven minutes while visiting with another inmate for nine minutes, and another inmate for one minute
- b. On January 31, 2005, Crocker visited with Dowell at his cell for one hour, thirteen minutes, while visiting with another inmate for seven minutes.

- c. On February 2, 2005, Crocker visited with Dowell for one hour, ten minutes while visiting with two other inmates for six minutes each.
9. Crocker talked with Dowell about her personal relationship with her boyfriend.
10. Dowell was interviewed by PCC investigators and stated that:
 - a. He developed a personal relationship with Crocker;
 - b. Crocker told him she had a dream about the two of them being together on the street;
 - c. He and Crocker kissed and talked. He touched Crocker's buttocks;
 - d. Crocker brought him personal letters, cigarettes, and candy.
11. Crocker established a dual relationship with Dowell, as evidenced by the above facts in violation of 4 CSR 263-3.020(2) and 4 CSR 263-3.040(1) and failed to terminate the professional relationship as soon as the non-professional relationship arose in violation of 4 CSR 263-3.040(5).
12. Crocker engaged in activity with Dowell including kissing and touching by Dowell of Crocker's buttocks in violation of 4 CSR 263-3.020(6)(C), (D), & (F).
13. Crocker's conduct, as described herein, constitutes incompetency, misconduct, fraud, misrepresentation or dishonesty in the performance of the duties of a clinical social worker in violation of § 337.630.2(5), RSMo 2000.

14. Crocker's conduct, as described herein, constitutes violation of lawful regulations promulgated by the Committee pursuant to §§ 337.600 to 337.639 in violation of § 337.630.2(6), RSMo 2000.

15. Crocker's conduct, as described herein, constitutes violation of a professional trust or confidence in violation of § 337.630.2(13), RSMo 2000.

16. Crocker's conduct, as described herein, constitutes being guilty of unethical conduct as defined in the ethical standards for clinical social workers adopted by the Committee by rule and filed with the secretary of state in violation of § 337.630.2(15), RSMo 2000.

Joint Conclusions of Law

1. Cause exists to discipline Crocker's license under § 337.630.2(5), (6), (13), and (15), RSMo 2000, 4 CSR 263-3.020(2), (6), and 4 CSR 263-3.040(1) and (5).

2. § 337.630.2, RSMo 2000, states:

2. The committee may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any license required by sections 337.600 to 337.639 or any person who has failed to renew or has surrendered the person's license for any one or any combination of the following causes:

...

(5) Incompetency, misconduct, fraud, misrepresentation or dishonesty in the performance of the duties of a clinical social worker;

(6) Violation of. . . any provision of sections 337.600 to 337.639, or of any lawful rule or regulation adopted pursuant to sections 337.600 to 337.639;

...

(13) Violation of any professional trust or confidence;

...

(15) Being guilty of unethical conduct as defined in the ethical standards for clinical social workers adopted by the Committee by rule and filed with the secretary of state.

3. 4 CSR 263-3.020(2) states:

A licensed social worker, provisional social worker, temporary permit holder and registrant shall not —

(A) Violate any ethical standard/disciplinary rule[.]

4. 4 CSR 263-3.020(6) states:

Licensed social workers, provisional licensed social workers, temporary permit holders and registrants shall not engage in any activity that exploits clients, students or supervisees, including sexual intimacies, which means physical or other contact by either the licensed social worker, provisional licensed social worker, temporary permit holder, registrant or the client, including, but not limited to:

...

(C) Kissing by either the licensed social worker, provisional licensed social worker, temporary permit holder, registrant or client;

(D) Touching or caressing by either the licensed social worker, provisional licensed social worker, temporary permit holder, registrant or client of the other person's legs, thighs, stomach, chest, breasts, genitals or buttocks, clothed or unclothed;

...

(F) Comments, gestures or physical contacts of a sexual nature.

5. 4 CSR 263-3.040(1) states, in part:

A licensed social worker, provisional social worker, temporary permit holder and registrant shall not enter into or continue a dual or multiple relationship, including social relationship, business relationship or sexual relationship, as defined by the committee, with a current client or with a person to whom the licensed social worker, provisional social worker, temporary permit holder or registrant has at anytime rendered psychotherapy (clinical social work) or other professional social work services for the treatment or amelioration of mental and emotional conditions [.]

6 4 CSR 263-3.040(5) states:

A licensed social worker, provisional social worker, temporary permit holder and registrant shall not undertake and/or continue a professional relationship with a client when the objectivity or competency of the licensed social worker, provisional licensed social worker, temporary permit holder or registrant is, or reasonably could be expected to be, impaired because of present or previous familial, social, sexual, emotional, financial, supervisory, political, administrative or legal relationship with the client. If that dual relationship develops or is discovered after the professional relationship has been initiated, the licensed social worker, provisional licensed social

worker, temporary permit holder and registrant shall terminate the professional relationship in an appropriate manner, shall notify the client in writing of this termination and shall assist the client in obtaining services from another professional.

Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Committee in this matter under the authority of § 621.045, RSMo Cum. Supp. 2005. This disciplinary order will be effective immediately upon the issuance of the Consent Order of the Administrative Hearing Commission without further action by either party.

1. Crocker's social worker license, number 2003032196, is hereby immediately placed on PROBATION for a period of two years ("disciplinary period"). During Crocker's probation, Crocker shall be entitled to engage in the practice of clinical social work under Chapter 337, RSMo, provided she adheres to all of the terms of this Settlement Agreement. The terms of the probation shall be:

A. GENERAL REQUIREMENTS

- (1) Crocker shall meet with the Committee or its representative at such times and places as required by the Committee after notification of a required meeting.
- (2) Crocker shall keep the Committee apprized of her current home and work addresses and telephone numbers. Crocker shall inform the

Committee within 10 days of any change of home or work address and home or work telephone number.

(3) Crocker shall comply with all provisions of Chapter 337, RSMo, as they pertain to the practice of social work; all applicable federal and state drug laws, rules, and regulations; and all federal and state criminal laws.

“State” here includes the State of Missouri and all other states and territories of the United States.

(4) During the disciplinary period, Crocker shall timely renew her license and timely pay all fees required for licensing and comply with all other Committee requirements necessary to maintain Crocker’s license in an active and unexpired status.

(5) During the disciplinary period, Crocker shall accept and comply with announced visits from the Committee’s representatives to monitor her compliance with the terms and conditions of this Settlement Agreement.

(6) If Crocker fails to comply with the terms of this agreement, in any respect, the Committee may impose such additional or other discipline that it deems appropriate, including imposition of the revocation.

(7) Crocker shall notify within 15 days of the effective date of this Agreement, all facilities where Crocker practices of Crocker’s disciplinary status. Notification shall be in writing and Crocker shall,

contemporaneously with the giving of such notice, submit a copy of the notice to the Committee for verification by the Committee or its designated representative.

(8) For purposes of this Settlement Agreement, unless otherwise specified in this Settlement Agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Committee in this Settlement Agreement shall be forwarded to: State Committee for Social Workers, 3605 Missouri Boulevard, Post Office Box 1335, Jefferson City, Missouri 65102.

(9) This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning any other violation of Chapter 337, RSMo, by Crocker not specifically mentioned in this document.

B. REQUIREMENTS REGARDING MENTAL HEALTH EVALUATION OR TREATMENT

(1) Within 90 days of the effective date of this Settlement Agreement, Crocker shall undergo a thorough evaluation by a qualified licensed mental health provider. Crocker shall show this Settlement Agreement to the treating professional before the evaluation is performed. Crocker shall accept and abide by all recommendations for treatment, care, and counseling as recommended by the treating professional. The treating professional conducting the evaluation forward a complete report of the

evaluation to the Committee within 10 days of completion of said report.

The report shall include a description of all tests performed, test results, findings, diagnoses, prognosis, and recommendations for treatment, including the mental health professional's recommendation for treatment of Crocker. If the treating professional determines that treatment is not recommended, Crocker shall execute a release so that the Committee can see the evaluation and supporting documents. If treatment is not recommended, Paragraphs C through K, of this sub-section, do not apply to Crocker.

(2) The mental health provider shall submit to the Committee evidence showing that he or she is licensed.

(3) If treatment is recommended, Crocker shall execute a medical release or other appropriate release that shall remain in effect for the entire period covered by this Settlement Agreement, authorizing the Committee to obtain records of Crocker's treatment by the mental health provider.

Crocker shall not take any action to cancel this release. Crocker shall take any and all steps necessary to continue the release in effect and shall sign a new release when requested.

(4) Pursuant to this Settlement Agreement, Crocker is required to submit to care, counseling, and/or treatment, as recommended by the mental health

provider, and to abide by any and all practice restrictions recommended in connection with the mental health provider's recommended treatment plan.

(5) Crocker shall follow all recommendations for treatment.

(6) Crocker shall direct the designating treating professional to provide the Committee with follow-up reports on a quarterly basis, with the reports due by December 1, March 1, June 1, and September 1 each year during the disciplinary period. The follow-up reports shall detail Crocker's progress with treatment; Crocker's compliance with all treatment recommendations; any subsequent testing or evaluation performed since the last report; and any problems identified since the last reports, diagnoses, and prognosis.

(7) If Crocker's treatment is successfully completed during the disciplinary period, Crocker shall cause the treating professional to submit a letter of evaluation to the Committee stating that Crocker has successfully completed treatment. Such a letter shall include a statement that, to reasonable degree of certainty, the treatment professional has assessed that Crocker is no longer a threat to any patient or client. The letter shall also outline the recommendations and arrangements for appropriate follow-up or after care. Crocker shall follow all recommendations for follow-up or aftercare and shall document compliance with all such recommendations.

(8) If a 12-step program or other support group attendance is recommended, Crocker shall submit evidence of attendance of the meetings to the Committee on a quarterly basis, with reports due December 1, March 1, June 1, and September 1 each year during the disciplinary period. The documentation shall include the date, time, and place of the meeting and shall bear a signature or abbreviated signature of another person verifying attendance.

(9) Crocker shall inform any professional preparing a prescription for Crocker of Crocker's mental health diagnosis and history.

(10) During the disciplinary period, Crocker shall abstain completely from the personal use or possession of any controlled substance or other drug for which a prescription is required unless the use of the drug has been prescribed by a person licensed to prescribe such drug and with whom Crocker has a bona fide relationship as a patient. Upon request, Crocker shall execute a medical release authorizing the Committee to access all records pertaining to Crocker's condition, treatment, and prescription maintained by the health care professional that prescribed the controlled substance. The presence of any controlled substance whatsoever in a biological fluid sample for which Crocker does not hold a valid prescription shall constitute a violation of this Settlement Agreement.

(11) Crocker shall provide the Committee with documentation of any prescription upon request.

C. REQUIREMENTS REGARDING SUPERVISED PRACTICE

(1) Crocker's practice as a clinical social worker during the period of probation shall be supervised by a clinical social worker approved by the Committee. If Crocker fails to secure a supervisor within 20 business days from the start of probation, Crocker shall cease practicing clinical social work until a supervisor is secured. Crocker shall be responsible for any payment associated with the supervision.

(2) In the event the approved supervisor becomes unable or decides not to continue serving in his or her capacity as a supervisor or otherwise ceases to serve as a supervisor during the period of probation, then Crocker shall:

(a) within three business days of being notified of the supervisor's inability or decision not to continue serving as the supervisor, or otherwise learning of the need to secure a supervisor, advise the Committee in writing that Crocker is needing to secure a supervisor and the reasons for such change; and

(b) within 20 business days of being notified of the supervisor's inability or decision not to continue serving as the supervisor, or otherwise learning of the need to secure a supervisor, secure a

supervisor pursuant to and in accordance with the terms and conditions set forth in this Settlement Agreement. After 20 business days, Crocker shall not practice if she has not secured a supervisor.

(c) the supervisor shall be vested with administrative authority over all matters affecting the provision of clinical social work services provided by Crocker so that the ultimate responsibility for the welfare of every client is maintained by the supervisor.

(3) Crocker's supervisor shall report to the Committee in writing on a quarterly basis, with the reports due by December 1, March 1, June 1, and September 1 each year during the disciplinary period. It is Crocker's responsibility to ensure that these reports are provided in a timely manner.

D. REQUIREMENTS REGARDING CONTINUING EDUCATION

1. Crocker shall obtain at least six hours of continuing education with emphasis in the area of ethics, concentrating on boundaries and dual relationships. The continuing education hours required herein are in addition to the continuing education hours required for licensure renewal by the Committee. The courses must be provided by State Committee of Social Workers approved sponsors and must be approved by the Committee prior to Crocker beginning the program(s). The additional hours of continuing education must be obtained within 12 months of the effective date of this Settlement Agreement. Crocker shall provide the Committee with proof of attendance

from the sponsor of the program no later than 30 days after attending the course. Failure to obtain the required additional continuing education hours and/or submit the required documentation to the Committee will result in a violation of the terms of discipline.

2. The parties to this Settlement Agreement understand that the Committee will maintain this Settlement Agreement as an open and public record of the Committee as provided in Chapters 337, 610, and 620, RSMo.

3. Failure to comply with any of the terms of this Settlement Agreement shall be deemed a violation of the Settlement Agreement and shall be cause for further discipline.

4. Upon the Committee's determination that Crocker has failed to comply with the terms of this Settlement Agreement, it may revoke Crocker's license or may take such other or additional action against Crocker's license as it deems appropriate. No order shall be entered by the Committee pursuant to this paragraph without notice and an opportunity for hearing before the Committee in accordance with the provisions of Chapter 536, RSMo.

5. Upon the successful completion of the requirements of this Settlement Agreement, Crocker's Missouri clinical social worker license shall be fully restored if all other requirements of the law have been satisfied.

6. If the Committee determines that Crocker has violated a term or condition

of this Settlement Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or the circuit court, the Committee may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning that violation. If any alleged violation of this Settlement Agreement occurs during the disciplinary period, the Committee may choose to conduct a hearing before it either during the disciplinary period or as soon thereafter as a hearing can be held to determine whether a violation has occurred and, if so, may impose further discipline. The Committee retains jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

7. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

8. Crocker, together with her heirs and assigns, and her attorneys hereby waives, releases, acquits and forever discharges the Committee, its members, and any of its employees, agents, or attorneys, including any former Committee members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to, any

claims for attorneys fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 USC § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, this Settlement Agreement, or from the negotiation or execution of this Settlement Agreement. Crocker acknowledges that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems it or any portion thereof void or unenforceable.

9. Crocker understands that she may, either at the time the Settlement Agreement is signed by all parties, or within 15 days thereafter, submit the Agreement to the Administrative Hearing Commission (AHC) for determination that the facts agreed to by the parties constitute grounds for disciplining Crocker's license. If Crocker desires the AHC to review this Settlement Agreement, Crocker may submit his request to:

Administrative Hearing Commission
Truman State Office Building, Room 640
301 W. High Street
Post Office Box 1557
Jefferson City, Missouri 65101.


10. If Crocker requests review, this Settlement Agreement shall become effective on the date that the AHC issues its order finding that the Settlement Agreement sets forth cause for disciplining Crocker's license.

11. If Crocker does not request review by the AHC, the Settlement Agreement goes into effect 15 days after the document is signed by the Committee's Executive

Director.

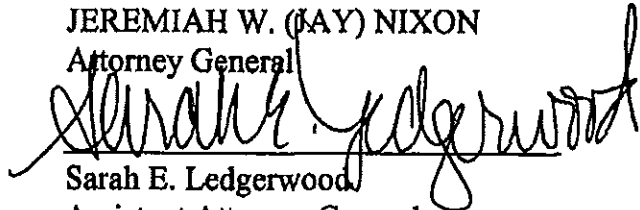

Caroline Crocker

10-14-06
Date


Vanessa Beauchamp
Executive Director
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11-3-06
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